

# EXHIBIT 3

# Effyis, Inc.

700 Tower Drive, Suite 140  
Troy, MI 48098

February 24, 2017

Darren Kelly  
1144 Green Circle  
Boulder, CO 80305

*Sent Via Fedex*

Re: Notice of Termination

Dear Mr. Kelley:

This letter shall serve as your office Notice of Termination as required by Section 5.4 of the Employment Agreement entered into between you, Effyis, Inc. ("Effyis") and Hottolink, Inc., ("Hottolink"). Consistent with Section 5.4, the following will address the details of your termination.

## **APPLICABLE TERMINATION PROVISIONS**

The Effyis Board of Directors voted to terminate your employment for cause pursuant to 5.1(b), and specifically 5.1(b)(i) and (ii).

## **BASIS FOR TERMINATION-FACTS AND CIRCUMSTANCES**

There are numerous facts and circumstances supporting your termination. The following is a list of several items that all support termination. The list is not exhaustive and there are more facts and circumstances that would separately and collectively support the decision to terminate you with cause. Moreover, your conduct in total reveals that in most cases, you had notice of these facts and circumstance. With or without notice, immediate termination for cause without further warning or opportunity to cure is justified under the terms of the Employment Agreement.

As president of Effyis, Section 2.2 of your Employment Agreement states you must "fully, diligently, competently and to the best of your ability \*\*\* devote sufficient business time and attention to the performance of [your] duties." Despite frequent discussions, requests and suggestions to implement measures to restore, maintain and grow Effyis' profitability, you have failed to take measures for this purpose.

Over the past two (2) years, you repeatedly provided incorrect information and projections (budgets, revenue projections, sales forecasts, profitability, closing dates, cash flow projections, business opportunities, etc.) that rose to the level of incompetence, thereby preventing the Effyis Board of Directors and the Board of Directors of its sole shareholder Hottolink from making informed and correct decisions. This level of incompetence further caused the release of two (2) negative announcements to the Japanese stock market of decreased annual earnings, which impaired the financial position of both Effyis and Hottolink.

Your rejection of the suggested salary reduction because of concerns that it could be construed as a breach of your Employment Agreement was groundless. Section 4 of the Employment Agreement expressly empowered Effyis to enter into good faith negotiations with you to decrease your base salary based on the financial performance of

Effyis. You failed to state why the financial health of Effyis did not justify a reduction in your salary. Indeed, you failed even to engage in any meaningful discussion of a salary reduction.

Your failure to devote sufficient time and attention to your duties fully, diligently and competently has devalued the Effyis to such an extent that you and Scott Purdon proposed repurchasing Effyis from Hottolink at a price substantially lower than that which Hottolink paid less than two years ago, i.e., \$15.1Million, which represents a 33.2% reduction in valuation. This proposal was motivated by your own self-interest and would have further damaged Hottolink because of the impact on its financial statements

Instead of devoting the time sufficient to meet even the modified budgetary goals, you skied, hiked and traveled often. Indeed, you joined board meetings from your vacation locations. If Effyis was profitable, those diversions might be justified, but Effyis was not profitable and therefore your extracurricular activities were not justified under the Employment Agreement.

You inappropriately demanded additional compensation and incentives for carrying out the duties assigned to you as President and threatened Hottolink with less than one hundred percent cooperation with the management and sale of Effyis without these additional incentives.

You had multiple fiduciary roles as president and as a director of both Effyis and Hottolink. Those fiduciary roles required you to be loyal to the sole shareholder of Effyis, as well as to the shareholders of Hottolink, and place the interests of those shareholders above your own self interests. Instead of fulfilling those fiduciary obligations, you placed your own self-interests above the interests of the shareholders, which constitutes a breach of fiduciary obligations. Under the Employment Agreement, this constitutes misconduct and a basis for immediate termination without notice or an opportunity to cure.

#### TERMINATION DATE


Your termination date is effective February 24, 2017; the date the Board of Directors voted to terminate your employment relationship with Effyis.

Pursuant to Section 5.6 of the Employment Agreement, the Board of Directors accepted your resignation as a director and as an officer of Effyis. The Hottolink Board of Directors will also accept your resignation as a director from its Board of Directors.

I have also been asked to remind you that your Employment Agreement has several continuing obligations post termination. These include the restrictive provisions of Sections 6 and 7, and the Non-Disparagement provisions of Section 8. Effyis has every intention of strictly enforcing these provisions and therefore expects you to comply with the requirement set forth in these provisions.

We understand that you have legal counsel and that your counsel may wish to discuss these issues with Effyis' counsel. Please direct any inquiries regarding this Notice of Termination to Louis Licata or David Kovach at the Licata Law Group 216-573-6000.

Sincerely,

  
Koki Uchiyama  
Chairman of the Board  
Effyis, Inc.